

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 LISTING OF SECTION B CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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NONE INCLUDED BY REFERENCE

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
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NONE INCLUDED BY REFERENCE

(End of Clause)

B.2 SCOPE OF WORK

- (a) The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Performance Work Statement incorporated in Section J as Attachment J-1.
- (b) Transactional Services, those services that are clearly defined, predictable, measureable, and transactional in nature, are identified on the “Transactional Services” worksheets contained in Attachment J-14, *Contract Line Items*, and will be ordered on a per transaction basis in accordance with the procedures stipulated in Clause B.5, *Ordering Procedures for Transactional and Level-of-Effort Services*, utilizing the firm fixed price rates contained in Attachment J-13, *Labor and Transaction Rates*. These services are to be provided on a “completion basis” and require the contractor to complete and deliver the required service for the rate specified.
- (c) Level-of-Effort Services, those services that may have some transactional characteristics but overall are less defined and predictable due to the variety of tasks associated with the service, are identified on the “LOE Services” worksheets in Attachment J-14, *Contract Line Items*, and will be ordered on a level of effort basis in accordance with the procedures stipulated in Clause B.5, *Ordering Procedures for Transactional and Level-of-Effort Services*, utilizing the fully burdened, firm fixed price labor rates and labor categories contained in Attachment J-13, *Labor and Transaction Rates*.

(End of Clause)

B.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the services specified in Clause B.6, *Transactional Services - Completion Basis*, Clause B.7, *Level-of-Effort Services*, and Attachment J-1, *Performance Work Statement*, effective for the period stated in Paragraph (b) of Clause F.3, *Period of Performance*. The quantities of supplies and services specified in Clause B.4, *Minimum and Maximum Order Quantities*, are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance Clause B.5, *Ordering Procedures for Transactional and Level-of-Effort Services*. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in Attachment J-14, *Contract Line Items*, up to and including the quantity designated in Clause B.4, *Minimum and Maximum Order Quantities*, as the “maximum.” The Government shall order at least the minimum quantity of supplies or services designated in Clause B.4, *Minimum and Maximum Order Quantities*.
- (c) Except for any limitations on quantities in Clause B.4, *Minimum and Maximum Order Quantities*, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations as referenced in Clause F.4, *Place of Performance*.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the contract specified in Paragraph (b) of Clause F.3, *Period of Performance*.

(End of Clause)

B.4 MINIMUM AND MAXIMUM ORDER QUANTITIES

- (a) For purposes of the minimum and maximum values identified in FAR clause 52.216-22, *Indefinite Quantity*, the minimum and maximum quantities to be ordered under this contract are specified below:
 - (1) The minimum contract value for the base period is \$20,000,000.
 - (2) The maximum contract value for the base period is \$120,000,000.
 - (3) The minimum contract value for any one option year is \$10,000,000.

- (4) The maximum contract value for any one option year is \$60,000,000.
- (5) The minimum value for the entire term of the contract (eight years) is \$80,000,000.
- (6) The maximum value for the entire term of the contract (eight years) is \$480,000,000.
- (b) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (c) Maximum order. The Contractor is not obligated to honor:
 - (1) Any order for a single item in excess of \$10,000,000;
 - (2) Any order for a combination of items in excess of \$60,000,000; or
 - (3) A series of orders from the same ordering office within ten days that together call for quantities exceeding the limitation in paragraph (c)(1) or (2) of this section.
- (d) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (c) of this section.
- (e) Notwithstanding paragraphs (c) and (d) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (c), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

B.5 ORDERING PROCEDURES FOR TRANSACTIONAL AND LEVEL-OF-EFFORT SERVICES

- (a) The procedures set forth in Paragraphs (b) through (e) of this clause may be used by any NSSC Contracting Officer to order the services specified in Clauses B.6, *Transactional Services - Completion Basis* and B.7, *Level-of-Effort Services*, and are effective for the period stated, in Paragraph (b) of Clause F.3, *Period of Performance*.
- (b) All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and this contract, the contract shall take precedence.

- (c) Approximately 45 days before the start of each contract year, the Contracting Officer will notify the contractor in writing of the individual Transactional Services and quantities that the Government anticipates ordering for the upcoming contract year. Subsequent to that written notification and before the start of the contract year, the Contracting Officer will place an order for the actual individual Transactional Services and quantities required by the Government by executing a modification to the contract that revises Attachment J-14, *Contract Line Items* to reflect the Transactional Services ordered. An order is considered "issued" when the Government transmits an electronic copy of the executed modification to the Contractor.
- (d) Approximately 45 days before the start of each contract year, the Contracting Officer will notify the contractor in writing of the individual Level-of-Effort Services, skill mix, and number of productive labor hours that the Government anticipates ordering for the upcoming contract year. Within 10 calendar days after receipt of the Contracting Officer's written notification, the Contractor may submit information in writing for consideration to the Contracting Officer regarding any concerns or recommendations with the anticipated Level-of-Effort Services to be ordered by the Government. Subsequent to receipt of the Contractor's written submittal (if any) and before the start of the contract year, the Contracting Officer will place an order for the actual individual Level-of-Effort Services, skill mix, and number of productive labor hours and quantities required by the Government by executing a modification to the contract that revises Attachment J-14, *Contract Line Items*, to reflect the Level-of-Effort Services ordered. An order is considered "issued" when the Government transmits an electronic copy of the executed modification to the contractor.
- (e) The Contracting Officer may at any time during the term of the contract, order additional Transactional Services and Level-of-Effort Services when required by the Government, by utilizing the ordering procedures contained in Paragraphs (c) and (d) above.
- (f) For new services, the Contracting Officer will issue task orders to the Contractor, providing specific authorization and funding to perform the work delineated therein.
- (1) Prior to issuing a task order, the Contracting Officer will provide the Contractor with the following data:
- A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - List of deliverables, Government furnished equipment (if any), and Center unique directives and guidance documents.
 - Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost/price information, and any

other information required to determine the reasonableness of the Contractor's proposal.

- (2) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (3) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
 - Date of the order
 - Contract number and task order number
 - Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task
 - Performance standards, and where appropriate, quality assurance standards
 - Firm-fixed-price or labor categories, fully burdened labor rates, and number of productive labor hours if the task order was awarded on a level-of-effort basis
 - Government furnished property or services
 - Delivery/performance schedule including start and end dates.
 - Accounting and appropriation data
- (4) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.
- (5) The Contracting Officer may modify task orders in the same manner in which they were issued or as provided for by any other clause of this contract.
- (6) In the event of a conflict between the requirements of the task order and the terms and conditions of this contract, the terms and conditions of this contract shall prevail.

(End of Clause)

B.6 TRANSACTIONAL SERVICES - COMPLETION BASIS

- (a) The total value of all Transactional Services ordered by the Government is \$ TBD. The Contract Line Item Number (CLIN), associated Work Breakdown Structure (WBS), quantity of transactions, firm fixed price rate, and total value for each individual

Transactional Service ordered is further delineated by contract year in Attachment J-14, *Contract Line Items*.

- (b) The unit of measure for each individual Transactional Service is specified in Attachment J-17, *Transaction Service Definitions*.
- (c) The contractor is neither authorized to deliver, nor will be reimbursed for individual Transactional Services in excess of the quantities stated in Attachment J-14, *Contract Line Items* for the applicable contract year. The contractor shall invoice for the quantity of individual Transactional Services delivered and accepted by the Government in the month after acceptance was received.
- (d) The contractor shall notify the contracting officer immediately in writing whenever there is reason to believe that the total quantity of transactions for any individual Transactional service that the contractor expects to deliver within the next 45 days will exceed the total quantity of transactions for that individual Transactional service in Attachment J-14, *Contract Line Items*.
- (e) Approximately 30 days after the completion of each contract year (October 30th), the Government will execute a unilateral modification to the contract revising the quantity of transactions for each individual Transactional Service (by CLIN) to reflect actual utilization by the Government for that contract year. Actual utilization figures used in this modification will be obtained from DRD 2.5-2, *Contract Performance (Metrics) Report* for the month of September. The firm fixed price rate and total value for each individual Transactional Service (by CLIN) will also be revised to reflect the actual utilization figures, applicable Service Rate Band from Attachment J-13, *Labor and Transaction Rates*, and the associated recalculation of a total value amount.
- (f) These terms and conditions do not supersede the requirements of Clause B.9, *1852.232-77 Limitation of Funds (Fixed- Price Contract)*.

(End of Clause)

B.7 LEVEL-OF-EFFORT SERVICES

- (a) During the term of the contract, the Contractor is obligated to provide TBD total "Direct Productive Labor Hours", for performance of all Level-of-Effort Services ordered by the Government. The total value of all Level-of-Effort Services ordered by the Government is \$ TBD. The CLIN, associated WBS, labor category, quantity of productive labor hours, firm fixed price rate, and total value for each individual Level-of-Effort Service ordered is further delineated by contract year in Attachment J-14, *Contract Line Items*.
- (b) "Direct Productive Labor Hours" are those labor hours expended by contractor personnel, within the labor categories ordered by the Government, (1) to perform work under this

contract and (2) are charged as direct labor under the Contractor's established accounting policy and procedures. The term does not include sick leave, vacation leave, holidays, or any type of administrative leave but does include direct labor hours provided under level-of-effort subcontracts.

- (c) Once the number of "Direct Productive Labor Hours" ordered for an individual Level-of-Effort Service (or a specific labor category if more than one labor category had been ordered for that Level-of-Effort Service) is reached or the contract term has ended, the Contractor's requirements under this clause of the contract are fulfilled, even though the specified work may not have been completed. The Contractor is not authorized to exceed the number of "Direct Productive Labor Hours" ordered for an individual Level-of-Effort Service (or a specific labor category if more than one labor category had been ordered for that Level-of-Effort Service) unless a modification to the contract increasing the number of "Direct Productive Labor Hours" is executed.
- (d) The contractor shall notify the contracting officer immediately in writing whenever there is reason to believe that the total number of "Direct Productive Labor Hours" that the contractor will expend during the next 45 days will exceed the number of "Direct Productive Labor Hours" ordered for that Level-of-Effort Service (or a specific labor category if more than one labor category had been ordered for that Level-of-Effort Service).
- (e) Approximately 30 days after the completion of each contract year (October 30th), the Government will execute a unilateral modification to the contract revising the quantity of "Direct Productive Labor Hours" for each individual Level-of-Effort Service (by CLIN) to reflect actual utilization by the Government for that contract year. Actual utilization figures used in this modification will be obtained from DRD 2.5-2, *Contract Performance (Metrics) Report* for the month of September. The total value for each individual Level-of-Effort Service (by CLIN) will also be revised to reflect the actual utilization figures and the associated recalculations.

$$\text{Actual Number of "Direct Productive Labor Hours"} \times \text{FFP Rate} = \text{Total Value}$$

- (f) These terms and conditions do not supersede the requirements of Clause B.9, *1852.232-77 Limitation of Funds (Fixed- Price Contract)*.

(End of Clause)

B.8 OTHER DIRECT COSTS

- (a) For the purposes of this clause, other direct costs include:
 - (1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

- (2) Travel.
 - (3) Information technology hardware or software not already provided to the contractor as Government furnished property; and
 - (4) Applicable indirect costs.
- (b) The Government estimates that the total annual amount of other direct costs required to be purchased under this contract shall not exceed:
- Information Technology Hardware or Software: \$1,469,274
 - Travel: \$50,000
 - All other ODCs: \$834,663

These are annual estimates, applicable to each contract year. The Government, in consultation with the contractor, will refine the ODC amount in the order it places for each year of services. The contractor shall obtain the approval of the COR before making any purchase of ODCs over \$25,000 in value.

- (c) The contractor may include allocable indirect costs to the extent they are allocated in accordance with the contractor's written or established accounting practices. The contractor hereby agrees that only the following indirect rates are applicable to ODC purchases under this contract and all other indirect costs will not be reimbursed:

<u>Other Direct Cost</u>	<u>Applicable indirect Rate</u>	<u>Allocation Basis</u>
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- (d) To the extent practical, the Contractor shall obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the contractor shall promptly notify the Contracting Officer and give the reasons. The contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the contractor, or would have accrued except for the fault or neglect of the contractor. The contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.
- (e) If the Contractor furnishes ODCs that meet the definition of a commercial item at FAR 2.101, Definitions, the price to be paid for such ODCs shall not exceed established catalog or market price, adjusted to reflect the quantities being acquired; and any

modifications necessary because of contract requirements. The Government will reimburse the Contractor for the actual cost of ODCs (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor has made payments for the ODCs in accordance with the terms and conditions of the agreement or invoice; or will make payment within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the this contract.

- (f) The Government will not reimburse the Contractor for ODCs in excess of the amounts stated in Paragraph B of this clause.
- (g) The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of the reimbursement of ODCs under this contract.
- (h) The Government will not pay profit or fee to the contractor on purchases of ODCs.
- (i) These terms and conditions do not supersede the requirements of Clause B.9, *1852.232-77 Limitation of Funds (Fixed- Price Contract)*.

(End of Clause)

**B.9 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT)
(MAR 1989)**

- (a) Of the total price of all CLINs and ODCs specified in Clause B.6, *Transactional Services - Completion Basis*, Clause B.7, *Level-of-Effort Services*, and B.8, *Other Direct Costs*, the sum of \$ To be Determined is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

<u>Date</u>	<u>Amounts</u>
To be Determined	

- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of

the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

- (c)
 - (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until To be Determined.
 - (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
 - (3)
 - (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it.
 - (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in paragraph (c) (3) (ii) of this clause, additional funds are not allotted by the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including

appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

[END OF SECTION]